

July 19, 2002  
Regular Meeting

Minutes

Members Present:                    5  
Thomas Y. Wooten-Chairman  
Lloyd Davis- Vice-Chairman  
Josh Baity - Commissioner  
Brent Hunter- Commissioner  
Johnny Myers- Commissioner

Members Absent:            0

Others Present:  
Cecil E. Wood, County Manager/Clerk to the Board  
Melinda Vestal, Assistant Clerk to the Board  
James Graham, County Attorney-absent

Chairman Wooten called the meeting to order. Commissioner Davis led the invocation. The Board had the pledge of allegiance.

Chairman Wooten welcomed Representative George Holmes.

Representative Holmes assured the Board and the people that all members of the House are ready to vote on the ½ cent local sales tax option, however, there are a group of Legislators who are concerned the addition of the ½ cent sales tax and are working to replace the existing state ½ cent sales tax with the requested county ½ cent sales tax. A compromise is very close.

Commissioner Davis inquired if the county would receive any funds this year?

Representative Holmes stated the county would vote on the ½ cent local sales tax option.

Commissioner Myers commented he would rather see an increase in the sales tax than a property tax increase.

**Public Hearing**

Chairman Wooten opened the public hearing for public input on the amendments to the road name display ordinance and proposed road name changes.

Jeanne Dobson reviewed the changes in the road name display ordinance. One of the major changes is that all house numbers will need to be displayed for emergency purposes.

Jeanne Dobson informed the Board of the proposed road name changes for the section of road across from Billy Reynolds Road to be named Palomino Road. A section of Vanhoy Road which was split in half that left two independent sections. The proposed names would be Hattie Road and Karen Road.

\*Commissioner Baity made the motion to close the public hearing. Commissioner Hunter seconded. **The Board voted 5-0.**

\*Commissioner Baity made the motion to adopt the amendments to the road name display ordinance. Commissioner Davis seconded. **The Board voted 5-0.**

\*Commissioner Baity made the motion to approve the proposed road names, Palomino Road, Hattie Road and Karen Road, for the above roads. Commissioner Myers seconded. **The Board voted 5-0.**

Chairman Wooten called the regular meeting back to order.

### **Public comments**

Faye Moxley addressed the Chairman about the New Orleans conference.

Chairman Wooten and Mr. Wood discussed the meetings they attended in New Orleans.

Chairman Wooten thanked those who serve on the Bio-Terrorism Committee and complimented them on a job well done.

Commissioner Myers thanked the Chairman and Mr. Wood for attending the conference.

Peggy Boose discussed the budget and the amount of money the county has given to the school system. She also discussed property tax and how the property owners in the county carry the load. Ms. Boose addressed the local option sales tax.

Representative Holmes stated local government is given the ability to adopt the ½ cent to help recover the fund being held by the state, but a county cannot set their own sales tax rate.

Allen Sneed inquired about the cost of the New Orleans conference.

W.G. Dinkins asked about the funds taken from the general fund to balance the budget and how were those funds going to be recovered.

Chairman Wooten stated the county lost about one million in reimbursements and the medicaid match by the county increased.

### Minutes

\*Commissioner Baity made the motion to approve the minutes for the June 26, Recessed Meeting and the July 1, 2002, Regular Meeting. Commissioner Myers seconded. **The Board voted 5-0.**

### Board of Education-request for bond referendum

Commissioner Baity thanked Mayo Prim and the Board of Education for applying for the QZABs.

\*Commissioner Baity made the motion to adopt a resolution for the QZAB bonds. Commissioner Davis seconded. **The Board voted 5-0.**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF YADKIN, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST WITH RESPECT THERETO AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS.**

**WHEREAS**, the County of Yadkin, North Carolina (the **“County”**), is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the **“State”**);

**WHEREAS**, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended (the **“Act”**), to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of moneys advanced or made available for such construction;

**WHEREAS**, the Board of Commissioners of the County of Yadkin, North Carolina (the **“Board”**), hereby determines that it is in the best interests of the County to enter into (1) an Installment Financing Contract (the **“Contract”**) with Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States, in its capacity as purchaser under the Contract (the **“Purchaser”**), (2) a Deed of Trust and Security Agreement related thereto (the **“Deed of Trust”**) to secure the County’s obligations under the Contract, (3) an Escrow Agreement with Wachovia Bank, National Association, in its capacity as escrow agent (the **“Escrow Agent”**) to manage the accounts and funds in connection with the Contract, (4) a Tax Compliance Agreement (the **“Tax Compliance Agreement”**) with the Purchaser to address County compliance with various federal regulations in connection with the Contract, and (5) a Security Delivery Agreement (the **“Security Delivery Agreement”**) with the Escrow Agent and Wachovia Bank, National Association, in its capacity as securities provider

(the “**Securities Provider**”) in connection with the investment of annual installment payments in the amount of \$173,313.02 (the “**Installment Payments**”, each individually an “**Installment Payment**”) deposited into the Sinking Fund (defined below) held by the Escrow Agent as collateral security for the repayment of the Purchase Price to the Purchaser as set forth in the Contract, in order receive an advance of funds in an aggregate principal amount of not more than \$3,236,262 to provide a portion of the funds necessary to pay the costs of improvements and renovations to East Bend Elementary School, Yadkinville Elementary School and Starmount High School, all as more particularly described in Exhibit B to the Contract (the “**Project**”), to be located on certain land owned by the County as more particularly described in Exhibit A to the Contract (the “**Real Property**”, and together with the Project, the “**Mortgaged Property**”);

**WHEREAS**, the County intends to structure the Contract to qualify as a “*qualified zone academy bond*” or “*QZAB*”, in the amount of \$3,236,262, within the meaning of Section 1397E of the Internal Revenue Code of 1986, as amended, with the rules and regulations promulgated thereunder (the “**Code**”);

**WHEREAS**, the Project will be owned and operated by the County to serve the needs of the citizens of the County;

**WHEREAS**, the Board of the County hereby determines that the completion of the Project is essential to the County’s proper, efficient and economic operation and to the general health and welfare of its inhabitants, that the Project will provide an essential use and will permit the County to carry out public functions that the County is authorized by law to perform, and that the County’s entering into the Contract is necessary and expedient for the County by virtue of the findings presented herein;

**WHEREAS**, the Board of the County hereby determines that the estimated cost of the Project is not less than \$3,236,262 and that such cost of the Project exceeds the total sum of certain grants the County expects to receive in connection with the Project and the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and nonvoted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

**WHEREAS**, the Purchaser will advance a principal amount of \$3,236,262 (the “**Purchase Price**”) to the County under the Contract, such Purchase Price to be used to pay costs of the acquisition and construction of the Project and for other purposes as set forth in the Contract;

**WHEREAS**, although the cost of the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the Board of the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds, (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of

acquiring the Project, and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

**WHEREAS**, the Board of the County hereby determines that the estimated cost of financing the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

**WHEREAS**, the obligation of the County to make installment payments into the Sinking Fund as collateral security for the Purchaser to secure the repayment of the Purchase Price under the Contract is a limited obligation of the County payable solely from currently budgeted appropriations of the County and does not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation;

**WHEREAS**, in order to secure the County's obligations under the Contract, the County will enter into the Deed of Trust with the deed of trust trustee named therein for the benefit of the Purchaser;

**WHEREAS**, the County does not anticipate future property tax increases solely to pay installment payments falling due under the Contract in any fiscal year during the term of the Contract;

**WHEREAS**, the sums to fall due under the Contract will not exceed \$175,000. 00 for each of the fifteen fiscal years that the Contract will be in effect;

**WHEREAS**, Parker Poe Adams & Bernstein L.L.P. , as special counsel ("**Special Counsel**"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law and constitute a purpose for which public funds may be expended pursuant to the Constitution and laws of the State;

**WHEREAS**, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any amounts due under the Contract;

**WHEREAS**, the County is not in default under any of its debt service obligations;

**WHEREAS**, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles in preparing its Annual Budget Ordinance;

**WHEREAS**, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with applicable State law, and the County has not been censured by the Local Government Commission of North Carolina (the "**LGC**"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

**WHEREAS**, the Board of the County conducted a public hearing with respect to the Project on May 6, 2002, to receive public comments on the Project, the proposed financing, the Contract and the

Deed of Trust relating to the Project and the County has filed an application with the LGC for approval of the LGC with respect to the County entering into the Contract;

**WHEREAS**, there has been presented to the Board of the County the forms of the Contract, the Deed of Trust, the Escrow Agreement, the Tax Compliance Agreement and the Security Delivery Agreement (collectively, the **“Instruments”**), copies of which are attached hereto, which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing for the Project for a maximum aggregate principal amount of \$3,236,262 as specified in the Instruments, pursuant to which the Purchaser will advance the Purchase Price to the County, which purchase price will be repaid by the County on August 15, 2016 (the **“Maturity Date”**) as provided in the Contract, for a term not to exceed the Maturity Date; and

**WHEREAS**, it appears that each of the Instruments is in appropriate form and is an appropriate instrument for the purposes intended;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF YADKIN, NORTH CAROLINA, AS FOLLOWS:**

Section 1. **Ratiofication of Prior Actions.** All actions of the County, the County Manager, the Finance Officer of the County and the Clerk to the Board and their respective designees in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. **QZAB Designation.** The County hereby designates the Contract as a *“qualified zone academy bond”* within the meaning of Section 1397E of the Code and agrees to do or cause to be done all things necessary to preserve and maintain such designation under the Code.

Section 3. **Establishment of Sinking Fund.** There is hereby created a fund to be held by the Escrow Agent designated as *“Yadkin County 2002 QZAB Sinking Fund”* (the **“Sinking Fund”**), which Sinking Fund shall be administered in accordance with the terms of the Escrow Agreement and Security Delivery Agreement. The County covenants that it shall make, subject to annual appropriation of the Installment Payments, the annual deposits to the Sinking Fund in accordance with the terms of the Instruments.

Section 4. **Establishment of Project Fund.** There is hereby created a fund to be held by the Escrow Agent designated as *“Yadkin County 2002 QZAB Project Fund”* (the **“Project Fund”**), which Project Fund shall be administered in accordance with the applicable terms of the Act. The County covenants to make disbursements from the Project Fund, subject to, and accordance with, the terms and conditions of the Contract.

Section 5. **Representations of the County.** The County represents, covenants and warrants as follows:

(a) During the term of the Contract, the Project will perform and will be used by the

County only for the purpose of performing essential governmental uses and public functions of the County consistent with the permissible scope of the District's authority and only for "*qualified purposes*" within the meaning of Section 1397E of the Code (each a "***Qualified Purpose***");

(b) The County will annually provide the Purchaser with current financial statements, budgets, proof of appropriation for the current budget year and such other financial information relating to the ability of the County to perform under the Contract as may be requested by the Purchaser.

©) Each school at which the Project will be installed or used are "*qualified zone academies*" under Section 1397E of Code in that:

(I) such schools are designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates, and better prepare students for the rigors of college and the increasingly complex workforce,

(ii) the students in the schools are subject to the same academic standards and assessments as other students educated within the County,

(iii) the comprehensive education plan of such schools is approved by the County, and

(iv) there is a reasonable expectation (as of the effective date of this Agreement) that at least 35 percent of the students attending such schools will be eligible for free or reduced-cost lunches under the school lunch program established under the Richard B. Russell National School Lunch Act;

(d) The County has written commitments from private entities to make qualified contributions of in-kind services having a present value (as of the date of the effective date of the Contract) of not less than 10% of the Purchase Price under the Contract;

(e) That 95% or more of the proceeds advanced by the County under the Contract will be used for Qualified Purposes at the qualified zone academies and that the County owns and holds fee title to the real property to which all or a part of the Project may be or become a fixture;

(f) The School Board of the County of Yadkin qualifies as a local education agency as defined in Section 14101 of the Elementary and Secondary Education Act of 1965.

(g) To the best of our knowledge and belief, the Purchase Price of the Contract represented by the Contract, executed and delivered by the County and approved by the North Carolina Department of Education, will not cause the QZAB allocation of the State under the Code to be exceeded.

(h) The County will comply with all applicable provisions of the Code, including Section 1397E thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order for the Contract to qualify as a QZAB under Section 1397E and to maintain the tax credits under Section 1397E for Purchaser.

Section 6. ***Approval, Authorization and Execution of Contract.*** The County hereby approves the Project in accordance with the terms and conditions of the Contract, which Contract will be a valid, legal and binding obligation of the County in accordance with its terms. The County hereby approves Wachovia

Bank, National Association, in its capacity as purchaser under the Contract. The County hereby approves the principal amount to be advanced by the Purchaser to the County pursuant to the Contract in an aggregate maximum principal amount of \$3,236, 262, such principal amount to be repaid by the County to the Purchaser on the Maturity Date as provided in the Contract. As collateral security for the repayment

of the Purchase Price, the County is required under the Contract to make fourteen (14) Installment

Payments for deposit into the Sinking Fund held by the Escrow Agent. The Installment Payments will be invested pursuant to the provisions of the Security Delivery Agreement, which together with investment earnings thereon, will be used to pay the Purchase Price to the Purchaser on the Maturity Date in accordance with the terms of the Contract. The form, terms and content of the Contract are e in all respects

authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Contract for and on behalf of the County, including necessary counterparts, in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein

as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from

and after the execution and delivery of the Contract, the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 7. ***Approval, Authorization and Execution of Deed of Trust.*** The lien on the Mortgaged Property pursuant to the Deed of Trust and the form, terms and content of the Deed of Trust are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Officer

of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Deed of Trust for and on behalf of the County, including necessary counterparts, in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Deed of Trust, the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 8. ***Approval, Authorization and Execution of Escrow Agreement.*** The County hereby approves Wachovia Bank, National Association, in its capacity as escrow agent, as the depository with respect to the Sinking Fund and Project Fund. The form, terms and content of the Escrow Agreement are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Deed of Trust for and on behalf of the County, including necessary

counterparts, in substantially the for m attached hereto, but with such changes, modifications, additions or

deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Deed of Trust, the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all



such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 9. ***Approval, Authorization and Execution of Tax Compliance Agreement.*** The form, terms and content of the Tax Compliance Agreement are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the

Deed of Trust for and on behalf of the County, including necessary counterparts, in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to them seem

necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Deed of Trust, the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and

directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Tax Compliance Agreement as executed.

Section 10. ***Approval, Authorization and Execution of Security Delivery Agreement.*** The County hereby approves Wachovia Bank, National Association, in its capacity as securities provider, in connection

with the investment of the Installment Payments held in the Sinking Fund, in accordance with the terms of the Security Delivery Agreement. The form, terms and content of the Tax Compliance Agreement are in all respects authorized, approved and confirmed, and the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are authorized, empowered and directed to execute and deliver the Deed of Trust for and on behalf of the County, including necessary

counterparts, in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Deed of Trust, the Chairman, the County Manager, the Finance Officer of the County and the Clerk to the Board or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Security Delivery Agreement as executed.

Section 11. ***Further Actions.*** The County Manager, the Chairman of the Board and the Finance Officer of the County are hereby designated as the County's representatives to act on behalf of the County

in connection with the transactions contemplated by the Instruments, and the County Manager, the Chairman of the Board and the Finance Officer of the County are authorized and directed to proceed with the construction, equipping and furnishing of the Project in accordance with the terms of the Instruments, and to seek opinions on matters of law from the County Attorney, which the County Attorney is authorized

to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Chairman, the County Manager and the Finance Officer of the County are hereby authorized to designate one or more employees of the County to take all actions which the Chairman, the County Manager and the Finance Officer of the County are authorized to perform under this Resolution, and the Chairman, the County Manager, the Finance Officer of the County or their designees are in all respects authorized on behalf of the County to supply all information pertaining to the transactions contemplated by the Instruments. The Clerk to the Board, the County Manager, the Chairman of the Board and the Finance Officer of the County are authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Instruments or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 12. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof, in conflict herewith are hereby repealed.

Section 13. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 14. ***Effective Date.*** This Resolution shall become effective on the date of its adoption.

***YEAS 5***

***NAYES 0***

***PASSED, ADOPTED AND APPROVED*** this 19th day of July, 2002.

Dr. Barbara Todd, Superintendent of Yadkin County Schools, presented a resolution for the Board's approval to provide for a referendum for a proposed twenty million school construction program. The intent is to use the bond toward the building of high schools. The Board of Education asks that the Commissioners schedule a referendum for a bond vote and that they work with the Board of Education and citizen groups to support this bond issue.

### **School Facilities Bond Resolution Yadkin County Board of Education**

Whereas, Yadkin County has school facilities that are at capacity or beyond; and

Whereas, Yadkin County has numerous school facilities that need renovation and additions in order to provide a quality education to Yadkin County students; and

Whereas, the school population of Yadkin County is growing at an accelerated rate requiring new additional school facilities; and

Whereas, Yadkin County Board of Education desires to meet these needs for new school facilities, renovated facilities, and;

Whereas, the Yadkin County Board of Education has no authority to provide funding for such facility needs; and

Whereas, North Carolina General Statute 115C-5-3 authorizes a local board of education to petition the local board of county commissioners for an election to ascertain the will of the voters as to whether bonds for school facilities purposes may be needed.

NOW, THEREFORE be it resolved, that the Yadkin County Board of Education petitions the Yadkin County Board of Commissioners to call an election, and fix the date for same election , for the issue of a school facilities bond.

This resolution was duly considered and approved by the Yadkin County Board of Education at its meeting on July 16, 2002.

S/ Mark R. Gentry  
Chairman, Board of Education

George W. Webb  
Secretary

The Board discussed the bid process for the construction of the new schools.

Commissioner Baity made the statement that it is his constitutional right to look after the people of this county. He will vote to put the bond referendum on the ballot but the people need to be made aware this will increase their property taxes.

Dr. Todd inquired if a new sales tax could be used to pay back the school bonds?

Commissioner Myers pointed out to the Board that in order for this plan to work, a tax increase would be necessary for the next budget year. The tax increase would be approximately twelve cents to cover debt service and three cents to cover ongoing maintenance.

\*Commissioner Myers made the motion to adopt the resolution petitioning for a bond issue for two high schools for \$20 million. Commissioner Myers included in his motion the condition that if the bids for the construction come in over budget, the project will not proceed. He stated that a 12 cent tax increase would be effective July 1, 2003. Commissioner Hunter seconded.

Commissioner Hunter stated he is concerned if the project will cover the growth in the schools. The project will depend on the taxpayer. As a parent of two children in the school system, he is ready to move forward, but as a commissioner he will do the will of the people.

Chairman Wooten stated the motion must be amended because this Board cannot obligate future Boards.

\*Commissioner Myers withdrew his motion. Commissioner Hunter withdrew his second.

\*Commissioner Myers made the motion to adopt the resolution as presented by the Board of Education. Commissioner Hunter seconded. **The Board voted 4-1. Commissioner Davis opposed.**

\*Commissioner Myers made a motion to call for a bond referendum for \$20 million for the construction of two high schools. Commissioner Hunter seconded **The Board voted 4-1. Commissioner Davis opposed.**

Commissioner Davis thanked the Board of Education and the Board of Commissioners for all of their hardwork on the proposal.

Chairman Wooten called for a break.

Chairman Wooten called the meeting back to order.

#### **Social Services- committee appointments and designation**

Mr. Wayne Black requested the Board designate the county as standard under the Welfare Reform Act.

\*Commissioner Baity made the motion to designate the county as standard under the Welfare Reform Act. Commissioner Davis seconded. **The Board voted 5-0.**

\*Commissioner Myers made the motion to approve the Work First Planning Committee as submitted and nominated Commissioner Baity as the commissioner representative. Commissioner Hunter seconded. **The Board voted 5-0.**

Name	Representation	Address	Phone Number
Wayne Black	DSS, Director	P.O. Box 548 Yadkinville NC 27055	679-4210
Gloria Brown	Work First Supervisor	P.O. Box 548 Yadkinville NC 27055	679-4210
Cecil E. Wood	County Manager	P.O. Box 146 Yadkinville NC 27055	679-4200

Jerrell G. Gough	DSS Board Member	3937 Old US 421 Hwy Hamptonville NC 27020	468-4941
Joan Swaim	DSS Board Member	2553 Swan Creek Road Jonesville NC 28642	835-5736
Josh Baity , Commissioner	DSS Board Member	344 Virginia Avenue Yadkinville NC 27055	849-0055
Edsel B. Wooten, Jr	DSS Board Member	6100 Old US Hwy 421 East Bend NC 27018	699-8400
David R. Mann	DSS Board Member	238 Baptist Church Rd. Boonville NC 27011	367-7765
D.C. Swaim	Area Mental Health Board Member	2553 Swan Creek Road Jonesville NC 28642	835-5736
Ray Shore	Board of Public Health Member	217 N. Main St. Jonesville NC 28642	835-5775
Dr. Barbara Todd	Superintendent, Yadkin County Schools	121 Washington St. Yadkinville NC 27055	679-2051
Swaim Motor & Leasing- Tim Swaim	Business Community	954 N. Bridge St. Elkin NC 28621	526-4184
Triad Medical Services, Inc. Trent Cockerham	Business Community	P.O. Box 969 Yadkinville, NC 27055	679-8852
UNIFI, Inc. Ricky Oakes	Business Community	P.O. Box 698 Yadkinville, NC 27055	679-8891
Phillips Van Heusen Mike Norman	Business Community	P.O. Box 127 Jonesville NC 28642	586-7843
Crissman, Mendenhall Steelman Rusty Crissman	Business Community	P.O. Box 1456 Yadkinville NC 27055	679-8816

Sherri Crutchley Kathy Spillman Betty Dixon Dorothy Dionne	Department of Social Services	P.O. Box 548 Yadkinville NC 27055	679-7210
Jane Motsinger	The Ark	P.O. Box 102 Elkin NC 27055	527-1623
Cynthia Bolen	Yadkinville SACC	P.O. Box 518 Yadkinville NC 27055	679-7106
Wayne Matthews	Surry Community College	3108-A River Road Boonville NC 27011	367-7562
Diane Barnett	Vocational Rehabilitation	P.O. Box 629 Mt. Airy NC 27030	786-4167 679-4044
Theresa Reynolds	WorkForce Development - COG	400 W. 4 <sup>th</sup> St, Suite 400 Winston-Salem, NC 27101	761-2111
Charlie Walker	YVEDDI- transportation	1413 W. Main St Yadkinville NC 27055	679-2071
Keith Kannenberg	Religious Organization	313 Virginia Avenue Yadkinville NC 27055	679-6681
Janet Anderson	Religious Organization	East Bend United Methodist Charge P.O. Box 117 East Bend NC 27018	699-2028
Lori Saxon	Recipients	2912 Mitchell's Chapel Road Boonville NC 27011	468-8315
Jennifer Hairston	Recipients	P.O. Box 304 Boonville NC 27011	367-7411
Dan Webster	Employment Security Comm.	P.O. Box 1718 Yadkinville NC 27055	679-4079
Teena Blackburn	Tri County Christian Crisis Ministry	P.O. Box 511 Elkin, N.C. 28621	526-1089
Rev. Richard Eskew	Yadkin Christian Ministry	P.O. Box 204 Yadkinville NC 27055	677-3080

Major Dan Proctor	The Salvation Army	748 N. State St Yadkinville NC 27055	679-6233
Jerry Hutchens	Citizen	2917 Indian Heaps Rd East Bend NC 27018	961-7230
Joe B. Hennings	Citizen	2217 Hennings Rd East Bend NC 27018	699-8826
Edna Martin	Citizen	214 N. Bridge St Jonesville NC 28642	835-4817

Commissioner Baity complimented Mr. Black on the way he keeps the Board of Commissioners, DSS Board members and his staff informed.

#### **Communications- 911 RCS Contract**

Mr John Branon informed the Board about a price increase ( \$27,539) in the contract with RCS due to the FCC license not being issued.

The Board discussed the increase and the signing of the contract.

\*Commissioner Baity made the motion to table the issue until the FCC license is issued. Motion died due to lack of second.

\*Commissioner Davis made the motion to accept the contract with RCS with the change and look at the new style building to see if acceptable. Commissioner Myers seconded. **The Board voted 4-1. Commissioner Baity opposed.**

#### **5-D Project-reimbursement**

\*Commissioner Baity made the motion to apply for 50% reimbursement for the property owned by Zack Ladd. Commissioner Davis seconded. **The Board voted 5-0.**

#### **Tax Administration-tax adjustments**

\*Commissioner Baity made the motion to approve the tax adjustments. Commissioner Myers seconded. **The Board voted 5-0.**

#### **Health Department- board appointment**

\*Commissioner Baity made motion to appoint Joanie Williams, MD and Leon Robbins, DVM and to reappoint Gerald Walker and Mike Gunnell to the Board of Health. Commissioner Hunter seconded. **The Board voted 5-0.**

### **Commissioner comments**

Chairman Wooten requested the Board approve a resolution for a tax exempt loan for the Forbush Community Volunteer Fire Department to purchase a new fire truck.

\*Commissioner Baity made the motion to approve the resolution for the Forbush Community Volunteer Fire Department. Commissioner Davis seconded. **The Board voted 5-0.**

Commissioner Myers recommended the water committee meet again. Commissioner Myers stated the entire county needs to work together.

Chairman Wooten reminded the Board that the Jonesville Board has requested to meet with the County on Monday at 4:00. Chairman Wooten suggested recessing this meeting until Monday at 4:00 p.m.

Commissioner Davis inquired about how the County can apply for intake in the Yadkin River.

Mr. Wood stated the County would need an intake design to present to the State.

Commissioner Davis requested to be excused from the August 5<sup>th</sup> meeting.

Chairman Wooten excused Commissioner Davis from the August 5<sup>th</sup> meeting.

Commissioner Hunter requested a letter be sent to Don Angell regarding clay shooting during funerals and church services at Friendship Church.

Mr. Adams stated several members of the community have talked to Mr. Angell and he is willing to work with them.

The Board agreed to send Mr. Angell a letter asking for his assistance during funeral and church services. Chairman Wooten and Mr. Adams will sign off on the letter.

Commissioner Baity inquired about the water project on I-77/Hwy 421 and if any response has been received from the DOT.

Mr. Wood stated he is talking with the DOT. They are concerned with the funds; whether any is available or not.

### **Closed Session**

\*Commissioner Baity made the motion to go into closed session to discuss personnel( G.S. 143.3181-11(a)(1). Commissioner Davis seconded. **The Board voted 5-0.**



\*Commissioner Myers made the motion to come out of closed session. Commissioner Hunter seconded. **The Board voted 5-0.**

**Commissioner comments**

Commissioner Baity presented a road petition for Gurney Road.

\*Commissioner Davis made the motion to approve the road petition for Gurney Road. Commissioner Baity seconded. **The Board voted 5-0.**

Commissioner Baity discussed the thoroughfare on Hoots Road.

\*Commissioner Baity made the motion to send a letter to DOT to check the safety for this area on Hoots Road. Commissioner Davis seconded. **The Board voted 5-0.**

Mr. Wood asked the Board if they would be interested in having a ceremony for the dedication of the section of Hwy 421 in honor of Dr. Wood.

The Board agreed to have DOT to hold a ceremony for the dedication.

The Board discussed the tractor at the landfill.

Mr. Adams stated there are no funds in the budget to purchase a new tractor. He will contract the mowing.

Mr. Adams stated he has talked with Jason Walker about a grant for the purchase of a utility trailer.

The Board discussed having a surplus sale in early fall.

**Recessed**

\*Commissioner Hunter made the motion to recess the meeting until 4:00 p.m., Monday, July 22<sup>nd</sup>. Commissioner Davis seconded. **The Board voted 5-0.**

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Cecil E. Wood, Clerk to Board/  
County Manager